

## **AGREEMENT**

This **Agreement** is made by and between two parties, the City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Shaunna O'Connell**, hereinafter referred to as "The City," and **Ligia Madeira, Deputy Chief of Staff**, hereinafter referred to as the "Deputy Chief of Staff"

**Whereas**, the City is desirous of obtaining the services of the Deputy Chief of Staff for the City of Taunton, MA; and

**Whereas**, the Deputy Chief of Staff is willing to perform the duties of the position of Deputy Chief of Staff according to the terms and conditions of this contract and the current job description, hereto attached; and,

**Whereas**, the Deputy Chief of Staff will be considered a confidential, FLSA exempt, non-union employee of the City,

**Now, therefore**, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

### **DURATION OF THE AGREEMENT**

This Agreement shall be effective beginning on the 18<sup>th</sup> day of January, 2022 and shall be coterminous with the term of office of Mayor Shaunna O'Connell. This contract shall continue in full force and effect until the expiration of Mayor Shaunna O'Connell's two-year term in office. Re-appointment to the position of Deputy Chief of Staff shall be by and at the discretion of the Mayor.

### **MODIFICATIONS**

The terms and conditions of this contract may be modified or amended only by a written agreement signed by both parties.

### **DUTIES**

The Deputy Chief of Staff shall be responsible for all duties as described in the attached job description, the City Ordinances, and such additional duties related to the administration of City government as may be from time to time directed by the Mayor.

### **TIME & ATTENDANCE**

The Deputy Chief of Staff shall devote a minimum of forty (40) hours per work week to the City of Taunton, and shall be expected to work, at a minimum, during the usual and customary hours that City Hall is open, and at such other times as are directed by the Mayor. The Deputy Chief of Staff shall report any scheduled or unscheduled absences to the Mayor. With respect to scheduled absences, the Deputy Chief of Staff shall notify the Mayor reasonably in advance. The Deputy Chief of Staff is an executive, administrative and/or professional position exempt from the overtime requirements of the Fair Labor Standards Act and it is the parties' intent that the position is not eligible for overtime.

### **DISCIPLINE OR DISMISSAL**

The Deputy Chief of Staff shall not be removed, discharged, dismissed, suspended or otherwise disciplined except for just cause.

### **HEALTH INSURANCE**

The Deputy Chief of Staff shall be eligible for all health insurance coverage that is provided for all other city employees. The City Treasurer/Collector shall deduct the Deputy Chief of Staff's share of her health, dental, and life insurance premiums from her regular paychecks. The Deputy Chief of Staff's health insurance contribution shall be identical in percentage to the percentage contribution contained for all other city employees. Additionally, the Deputy Chief of Staff shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

### **PENSION**

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Deputy Chief of Staff.

### **PERSONAL DAYS**

The Deputy Chief of Staff shall be entitled to five (5) days of paid personal leave each calendar year. Said personal days may not be carried forward from one calendar year into the next calendar year. These days are redeemable for financial value upon leaving the employ of the City of Taunton up to a maximum of five (5) days.

### **COMPENSATION**

Beginning the 18<sup>th</sup> day of January, 2022 the base salary for the position of Deputy Chief of Staff shall be Sixty Five Thousand (\$65,000.00) Dollars annually per calendar year. The

performance of the Deputy Chief of Staff shall be reviewed annually by the Mayor by March 1 and will affect potential salary increases.

### **VACATION TIME**

The Deputy Chief of Staff shall receive an annual allotment of 3 weeks of vacation. Said allotment shall be distributed up front for the first year of this contract and shall accrue at a fixed monthly rate thereafter. If the Deputy Chief of Staff does not use any portion of her vacation entitlement during a given calendar year, she may carry over up to 1 time the annual allotment of unused vacation time from such calendar year into the next calendar year. There shall be a limit of 2 times the annual allotment of vacation time that may accrue to the Deputy Chief of Staff at any given time.

Upon the Deputy Chief of Staff's retirement, death or termination of employment for any reason, the Deputy Chief of Staff shall redeem any unused and duly accrued vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5<sup>th</sup>) of the Deputy Chief of Staff's regular weekly pay, not to exceed two times the annual allotment of vacation.

Vacation allotment will be reviewed upon renewal of contract.

The Deputy Chief of Staff, may, at her option, annually sell back up to two (2) weeks of vacation to the City. In order to exercise this option, the Deputy Chief of Staff must provide notice to the City by no later than February 15 with payment to be made within the same fiscal year.

### **PAID HOLIDAYS**

The following holidays shall be paid holidays for the Deputy Chief of Staff:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Juneteenth	Christmas Day
Independence Day	½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the Deputy Chief of Staff.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

### **SICK LEAVE**

- (A) The Deputy Chief of Staff shall be entitled to one and one quarter (1 ¼) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Deputy Chief of Staff may accumulate. The Deputy Chief of Staff shall be entitled to her sick leave as it becomes earned.
- (B) The Deputy Chief of Staff may use up to (7) of her accumulated sick leave days per year for illness in her immediate family or household, which, for purposes of this paragraph, shall be construed to include spouse, children, parents and other persons regularly residing in the Deputy Chief of Staff's permanent residence.
- (C) Upon the Deputy Chief of Staff's retirement, death or termination of employment for any reason, the Deputy Chief of Staff, or in the case of her death, her spouse, designated beneficiary, next of kin or estate in that order shall redeem her unused accumulated sick leave days at their then existing per diem value in a lump-sum payment up to a maximum of four (4) weeks. The per diem value of each sick leave day shall be one-fifth (1/5<sup>th</sup>) of the Deputy Chief of Staff's regular weekly pay.

### **BEREAVEMENT LEAVE**

The Deputy Chief of Staff shall be allowed bereavement leave with pay upon the death of her spouse, or domestic partner, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Deputy Chief of Staff's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Deputy Chief of Staff's household. Such leave shall not exceed four days unless special permission is granted by the Mayor.

### **JURY LEAVE**

The Deputy Chief of Staff shall be granted time off without loss of pay for services on any local, state, or federal jury, including a grand jury.

### **PROFESSIONAL DEVELOPMENT**

Employees will be allowed to attend conferences, seminars and educational courses subject to the Mayor's prior approval for professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Employee for all reasonable expenses associated with attending said approved conferences, seminars and educational courses including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues, literature subscriptions, test preparation classes/services, and examination fees for the Employee's professional development and education. The provisions of this Section are subject to (1) advance approval of the Mayor which shall not be unnecessarily withheld and (2) the availability of funds which shall be determined and made known to the employee at the time of Mayor's approval.

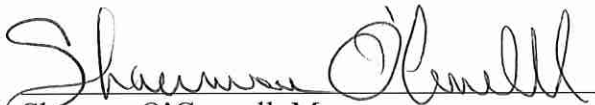
### **SEVERABILITY CLAUSE**

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect. Should there be a conflict between this employment agreement and the terms of any municipal ordinance, the terms of the ordinance shall control.

### **ELECTRONIC SIGNATURE AND COPIES**

The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. This agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original, but all counterparts together shall constitute a single agreement. Any electronic copy, facsimile or other copy of this agreement may be treated as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on this 18<sup>th</sup> day of JANUARY, 2022.

  
Shaunna O'Connell, Mayor

  
Ligia Madeira  
Deputy Chief of Staff

  
Matthew J. Costa, City Solicitor

## **DEPUTY CHIEF OF STAFF OFFICE OF THE MAYOR**

### **POSITION SUMMARY:**

The purpose of this position is to provide assistance to the Mayor and Chief of Staff in discharging the duties and responsibilities of the Mayor's Office. Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her control. Performs varied duties requiring a thorough knowledge of departmental procedures and the exercise of judgment and initiative in completing tasks, particularly in situations not clearly defined by precedent or established procedures. Responsible for maintaining constant and meticulous attention to detail, a command of both written and verbal language skills, and the ability to work efficiently and accurately in a fast-paced environment.

### **SUPERVISION:**

The Deputy Chief of Staff is appointed by and reports directly to the Mayor.

### **SUPERVISORY RESPONSIBILITY:**

Provide general supervision, mentoring and functional oversight to administrative staff/clerical help, volunteers and interns. Supervisory responsibilities include planning, assigning and directing work when necessary.

### **PRIMARY AND ESSENTIAL DUTIES OF THE POSITION:**

- Works under the general supervision of the Chief of Staff and reports directly to the Mayor.
- Maintains Mayor's schedule.
- Acts as Communications Director for the City and coordinates media relations for the Mayor's Office and City departments. Composes and distributes press releases, coordinates all media calls, maintains City website and social media accounts, manages public affairs and public relations, communications, and assists Mayor with correspondence.
- Serves as Community Relations Director for the City and acts as liaison to federal and state legislative delegations in connection with neighborhood and city-wide issues and on special projects.
- Facilitates meetings, events and special events involving Mayor's Office. Coordinates participation of Mayor's Office in special events with other City departments, City agencies, and outside agencies and organizations.
- Coordinates delegated work plans and performs policy analysis.
- Works as a liaison between Mayor's Office and Municipal Council, Municipal Boards and Commissions and City departments.



- Works with Department of Human Resources on personnel issues, including disciplinary actions.
- Works in partnership with the Human Resources Director serving as a liaison with City departments in developing policies and procedures related to staff issues, including but not limited to, communications, training, and continuing education.
- Attends meetings and events as requested by Mayor and Chief of Staff.
- Has access to confidential records. Confidentiality is essential.

### **SKILLS, KNOWLEDGE AND ABILITIES:**

- Proficient in Microsoft Office software applications including Excel & Word.
- Ability to analyze complex issues and develop strategic plans for completion of project.
- Possess excellent organizational and communication skills.
- Ability to prioritize multiple tasks and deal effectively with interruptions usually under considerable time pressure.
- Communicate effectively both verbally and in writing to establish positive public relations for the City, Mayor's Office and to interact effectively with a wide variety of people.
- Access to highly confidential personal information about current and former City employees.
- Ability to manage technical aspects of, and content creation for, City website and social media accounts.

### **POSITION REQUIREMENTS:**

Education:

High school diploma required; Bachelor's Degree or equivalent education preferred; minimum of three years of related experience working with the public; or an equivalent combination of education and experience. The candidate shall possess strong computer and communications skills, be highly organized and capable of working independently with minimal direction.

### **Physical Elements, Work Environment and Conditions:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Tasks require the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Requires the ability to operate, maneuver and or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions. Specific vision requirements include close vision, distance vision and ability to adjust focus.